

WARRANTY DEED IN TRUST

25605341

The above space for recorders use only

THIS INDENTURE WITNESSETH, That the Grantor(s) Lawrence C. Ellis and Rosemary A. Ellis of the County of Cook and State of Ill., for and in consideration of the sum of Ten and no/100 Dollars (\$10.00),

In hand paid, and of other good and valuable considerations, receipt of which is hereby acknowledged, Covenanted and Warranted unto PALOS BANK AND TRUST COMPANY, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of certain Trust Agreement, dated the 22nd day of August 1980, and known as Trust Number 1-1685, the following described real estate in the County of Cook and State of Illinois, to-wit:

The South 2/3 of the South 1/2 of the East 1/2 (excepting the South 1/3 of Said South 1/2 of the East 1/2 of Block 11 in F. H. Bartlett's Palos Park Subdivision of the South East 1/2 of Section 26, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Ill.

Property

10.00 E

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate as any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and obligations vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 199 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for any real or personal property, to get grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or assessment appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful, for any person owning the same to do in and to the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, conveyed to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see the application of any purchase money, or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in violation to said real estate shall be conclusive evidence in favor of every person (including the Register of Deeds of said County) relying upon or claiming under any such conveyance lease or other instrument, (c) that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and effect, (d) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (e) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (f) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, benefits, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the said Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything in or to said real estate, or in or to any interest therein, or in or to any interest in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property occurring in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then here (a) as under said Trust Agreement or their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be available for the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate, or such, but only an interest in the earnings, avails and proceeds thereof. The intention hereof being to vest in said Bank the entire legal and equitable title in fee simple, in and to all of the real estate as here described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "subject to trust," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement of a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit in or by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid ha(s)(ve) hereunto set (his) (her) (their) hand(s) and (s) this 22nd day of August 1980.

Lawrence C. Ellis (SEAL) Rosemary A. Ellis (SEAL)

I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do hereby certify that Lawrence C. Ellis and Rosemary A. Ellis, his wife

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he) (she) (they) signed, sealed, and delivered the said instrument as (his) (her) (their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 29th day of September 1980 Debra Houdzwaard Notary Public

MAIL TO: Cook Address: **PALOS BANK AND TRUST COMPANY**  
MAIN BANK: 12800 So. Harlem Ave., NOTION BANK: 12401 So. S. Harlem Ave., Palos Heights, IL 60463 488-9300  
TR-1-3REV.(10-73)

For information only insert street address of above described property.  
12518-82nd Ave. Palos Park, Ill. 60464  
City State  
Permanent Tax Number

10.00  
Exempt under provision of Paragraph E, Section 4, Real Estate Transfer Tax Act.  
9-22-80  
DATE  
BUYER'S REPRESENTATIVE

This space for affixing title and revenue stamps  
In Trust Consideration  
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